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May 13, 2005

Re: *The Estate of Yaron Ungar v. The Palestinian Authority, No. 00-105L (U.S. District Court for the District of Rhode Island)*

Dear David:

Attached please find the fully executed Confidentiality Agreement for your records.

Please feel free to contact me should you have any questions.

Sincerely,



Tamara L. Schlinger

David J. Strachman, Esq.
 McIntyre, Tate, Lynch & Holt LLP
 321 South Main Street, Suite 400
 Providence, Rhode Island 02903

VIA FACSIMILE

CC: James R. Oswald, Esq.
 R. Bart Totten, Esq.
 Robert A. Alessi, Esq.

CONFIDENTIALITY AGREEMENT

Pursuant to this Confidentiality Agreement, dated as of May 13, 2005, between and among the undersigned, it is hereby stipulated and agreed as follows:

1. In response to subpoenas served on Canaan Equity II L.P., Canaan Equity III L.P., Canaan Equity II Offshore C.V., Canaan Equity III Offshore C.V. and Canaan Offshore Management N.V. (collectively "Canaan") by plaintiffs in the lawsuit captioned *The Estate of Yaron Ungar v. The Palestinian Authority*, No. 00-1051 (U.S. District Court for the District of Rhode Island) (the "Lawsuit"), certain confidential documents and information (the "Confidential Information") may be provided to plaintiffs' counsel.

2. Canaan will, prior to providing documents to plaintiffs' counsel in response to the subpoenas, stamp such documents with the legend "Confidential Pursuant to Agreement." All documents so designated, and the information contained therein, shall be treated as "Confidential Information" pursuant to this Agreement.

3. All disclosures of Confidential Information that may be made by Canaan to plaintiffs' counsel shall be made with the express understanding and agreement of plaintiffs' counsel that plaintiffs' counsel will keep such Confidential Information strictly confidential and will not disclose or convey the Confidential Information to any other person or entity, except as provided for herein.

4. The Confidential Information shall be used by plaintiffs' counsel solely in connection with counsel's efforts to collect the judgment entered in the Lawsuit.

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5. Confidential Information shall be disclosed by plaintiffs' counsel only to counsel for any party to the Lawsuit, counsel retained by plaintiffs to assist in the collection in any jurisdiction of the judgment entered in the Lawsuit and counsel's staff on a need-to-know basis. To the extent necessary, the Confidential Information may also be submitted to the United States District Court for the District of Rhode Island for use in the Lawsuit and in any jurisdiction wherein plaintiffs seek to enforce the judgment.

6. Persons having knowledge of the Confidential Information by virtue of their participation in the conduct of the Lawsuit or by virtue of their having been shown copies of confidential documents shall not disclose the Confidential Information, its contents or any portion or summary thereof to any person other than those identified in Paragraph 5, above.

7. The restrictions contained herein concerning the transmittal and use by plaintiffs and/or their counsel of the Confidential Information shall remain in effect after plaintiffs have concluded their efforts to collect the judgment entered in the Lawsuit.

8. Plaintiffs' counsel shall immediately notify Canaan's counsel, Robert A. Alessi, in writing (via facsimile at (212) 269-5420) of any attempt by any person or entity to compel disclosure, via subpoena or other service of process, of the Confidential Information. Plaintiffs' counsel shall provide Canaan with a reasonable opportunity to contest such subpoena or other service of process, and plaintiffs' counsel shall not take a position contrary to that of Canaan in connection therewith.

9. Canaan does not intend to provide plaintiffs' counsel with any information or documents protected by the attorney-client privilege, the attorney work-product do-

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trine or any other applicable privilege or protection. Plaintiffs and their counsel expressly agree not to assert in any forum whatsoever that any production of documents or other transmittal of information pursuant to this Agreement, including any inadvertent disclosure of privileged documents or information, has resulted in any waiver by Canaan of any applicable privilege or protection.

10. Nothing in this Agreement creates, imposes or memorializes any obligation on the part of Canaan to provide any information to plaintiffs' counsel.

11. By no later than fourteen (14) days after plaintiffs have concluded their efforts in any jurisdiction to collect the judgment entered in the Lawsuit plaintiffs' counsel shall either (1) return to Canaan all written Confidential Information provided to them pursuant to this Agreement (including all copies made thereof) or (2) certify to Canaan in a signed writing that plaintiffs' counsel has destroyed all written Confidential Information.

12. This Agreement may be executed in counterparts and/or in facsimile form with the same effect as if the parties hereto had executed a single original Agreement. Facsimile signatures shall have the same effect as original signatures in binding the parties hereto to this Agreement.

13. This Agreement embodies the full and complete understanding of the parties hereto and, upon execution, supersedes and renders null and void any and all prior understandings and agreements (oral and written) among or between the parties hereto relating to the Confidential Information. Any modification or amendment of this Agree-

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ment shall be deemed null and void unless made in a single writing signed by each of the parties hereto (or authorized representatives thereof).

PLAINTIFFS IN THE LAWSUIT CAPTIONED
THE ESTATE OF YARON UNGAR, ET AL. V.
THE PALESTINIAN AUTHORITY, ET AL., NO.
00-105L (U.S. DISTRICT COURT FOR THE
DISTRICT OF RHODE ISLAND)

By Their Attorneys

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Dated: May 13, 2006

CANAAN EQUITY II L.P., CANAAN EQUITY III
L.P., CANAAN EQUITY II OFFSHORE C.V.,
CANAAN EQUITY III OFFSHORE C.V. AND
CANAAN OFFSHORE MANAGEMENT N.V.

By Their Attorneys,

R. Bart Totten

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IF THERE ARE ANY PROBLEMS, PLEASE CALL FAX DEPT. AT: 212-701-3557

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No. of Pages (including cover page) 6 Date 5/13/05
FOR David Strachman, Esq. TIME STARTED _____

FROM Tamara Schlinger TIME FINISHED _____

MESSAGE, IF ANY _____

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